

*Invitation of Bids from Website Developer for Energy Efficiency Services Limited's Website*

## **Energy Efficiency Services Limited**

(A Joint Venture Company of PSU's of Ministry of Power, Government of India)

### **Invitation of Bids from Website Developer for Energy Efficiency Services Limited's Website**

### **Invitation for Hiring of Consultants**

**May 2010**

**Energy Efficiency Service Limited  
4th Floor, Sewa Bhawan, R. K.Puram,  
New Delhi - 110 066**

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**A. INSTRUCTIONS TO BIDDERS**

Energy Efficiency Services Limited (EESL) is inviting bids to hire a contractor and enter into a contractual agreement to provide the services outlined in the terms of reference and the terms & Conditions and in accordance with the method of selection specified in this RFP. Bidders are therefore invited to submit their technical and financial proposals for this assignment. Bidders shall bear all costs associated with the preparation and submission of proposals, and EESL shall not be responsible for these costs, irrespective of the outcome of the bidding process.

**1.0 Format and content of the proposals**

- 1.1 Bidders are required to submit the declaration form in the format attached as **Annex A**.
- 1.2 Bidders are required to submit technical proposals in the format attached as **Annex B**.
- 1.3 Bidders are required to submit financial proposals in the format attached as **Annex D**.
- 1.4 All activities and items described in the technical proposal must be priced in the financial proposal separately. Activities and items described in the technical proposal but not priced, shall be assumed to be included in the price of other activities.
- 1.5 Submission of the wrong format for either the technical or the financial Proposal may result in the proposal being deemed non responsive.
- 1.6 Bidders are expected to examine all the schedules and all instructions pertaining to the RFP. Failure to do so will be at bidders own risk and responsibility.

**2.0 How the proposals should be marked, packaged and submitted**

- 2.1 **Sealed proposals** shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidder's name and address. The envelopes shall be addressed to:

**The Chief Executive Officer  
Energy Efficiency Service Limited  
R. K.Puram, New Delhi - 110 066  
Telephones : +91 11 26179699  
Fax : +91 11 26178352**

- 2.2 The first inner envelope shall be marked **technical proposal** and addressed in the same manner as the outer envelope as specified above, and shall be in the prescribed format.

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- 2.3 The 2<sup>nd</sup> inner envelope shall be marked **financial proposal** and addressed in the same manner as the outer envelope as specified above, and shall be in the prescribed format.
- 2.4 Proposals received in any manner other than as outlined in clauses 3.1 to 3.4, will be invalidated.
- 2.5 Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for EESL internal purposes only.
- 2.6 EESL would charge a Bid Processing Fee of Rs. 2000/- (Rupees Two Thousand only) per bid by the firm. The payment should be in the name of Energy Efficiency Services Limited, payable at New Delhi.
- 2.7 The last date for submission of the technical and financial bid is 03.06.2010 before 15:00 Hrs.

### **3.0 Receipt and public opening of the proposals on the closing date & time**

- 3.1 **Sealed Proposals** as outlined under para 2.1 to 2.7 must be despatched to arrive at the EESL office indicated **no later than** the closing time and date mentioned in the clause 2.7 of this RFP.
- 3.2 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The officer of the bid opening unit will only open the technical proposals when the specified time has arrived and no proposal received thereafter will be considered.
- 3.3 EESL will accept no responsibility for the premature opening of a proposal which is not properly addressed or identified.
- 3.4 Bidders, or their authorized representative, may attend the public opening of the financial bid at the time, date and location specified. The only envelope that will be opened at public bid opening is the financial proposal.

### **4.0 Correction, modification and withdrawal**

- 4.1 Erasures or other corrections in the Proposal must be explained and must be signed by the bidder alongside.
- 4.2 All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original proposal.
- 4.3 Proposals may be withdrawn by the bidders through a letter or through a fax prior to the opening time and date specified in clause 2.7. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

## **5.0 Validity of the proposals**

- 5.1 Proposals should be valid for a period of not less than 90 days from the bid opening date. Bidders are requested to specify the validity period of their proposal. EESL may also request the validity period to be extended.

## **6.0 Evaluation of proposals**

- 6.1 Following closure of the RFP, proposals will be evaluated by EESL evaluation team to assess its merits. The evaluation will be restricted to the contents of the technical proposals, bidder profile, relevant experience, client list, financial status and price proposal.
- 6.2 A 2 stage procedure will be followed in evaluating proposals, with evaluation of the technical proposal being completed prior to any evaluation of the financial proposal. Evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed. . Only the firms that have cleared the technical evaluation would be called for the financial evaluation.
- 6.3 Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the evaluation criteria and the point system specified in **Annex-E**. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non responsive, will not be given further consideration.
- 6.4 The financial evaluation would be done for the technically qualified forms, whereby the lowest evaluated Financial Proposal will be given the contract. The firm with the lowest financial bid would be selected for the contract.
- 6.7 From the time the proposals are opened to the time the contract is awarded, bidders shall not contact EESL on any matter and any attempt to influence EESL in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.

## **7.0 RFP terms, conditions and rights of EESL**

- 7.1 This RFP and any responses thereto, shall be the property of EESL. In submitting a proposal, the bidder acknowledges that EESL reserves the right to:-
- (a) Visit and inspect the bidder's premises;
  - (b) Contact any clients of the bidder/referees provided;

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- (c) Request additional supporting or supplementary information;
  - (d) Arrange interviews with the proposed project team/contractors;
  - (e) Request clarification on proposals;
  - (f) Request for technical presentation of the proposals;
  - (g) Reject any/all of the proposals submitted;
  - (h) Accept any proposals in whole or in part;
  - (i) Negotiate with the most favorable bidder;
- 7.2 EESL reserves the right to invalidate any proposal for reasons mentioned above, and, unless otherwise specified by EESL or by the Bidder, to accept any item in the Proposal.
- 7.3 EESL reserves the right to invalidate any Proposal received from a Bidder who, in the opinion of EESL, is not in a position to perform the contract.
- 7.4 EESL reserves the right to cancel the RFP for any reason it may deem is not in the interest of EESL.

## **B. TERMS OF REFERENCE**

### **1.0 Purpose of Assignment**

To develop a well functional and updated web application for Energy Efficiency Service Limited.

### **2.0 Objective**

EESL web application aims to be an interface, a cutting edge platform for profile contact, knowledge sharing and any other such information on the programs and any other activities related to EESL.

The Ministry of Power in association with 4 Public Sector Companies through Joint Venture has setup Energy Efficiency Services Limited (EESL) to implement energy efficiency projects and provide consultancy in the field of energy efficiency and conservation. It would implement provide services in DSM project as ESCO, CDM projects ,Government Business and other related areas for energy efficiency .

The EESL website is a tool for information sharing and thus it is important to have a web application, which fosters knowledge sharing within the organization as well as with stakeholders. An up to date, fully functional EESL website should be well developed content management system and web architecture.

The objective is to develop a highly secured and user-friendly website for effective knowledge sharing on activities related to EESL. This website would also be used for official EESL notifications and would be in future extended for EESL related business.

### **3.0 Major Tasks:**

#### **3.1 New EESL Website to be developed with the following features:**

- 3.1.1 Neat, appealing, interactive with easy navigation and retrieval.
- 3.1.2 Develop the web architecture of EESL website.
- 3.1.3 Provide a site map of EESL's office, contact details of the organization and officials, and page about EESL, details and information on activities and business's related to EES. Any other such information which is to be included in a websites such that it provides complete information on the activities of EESL.
- 3.1.4 Use industry standard tools at the heart of the system (Eg.J2EE /.NET).
- 3.1.5 Integrate balanced blend of programmatic /topics and interactive themes for stakeholders as well as sections and features.

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- 3.1.6 Provision to update the website in short intervals and also auto-update provision as and when required by EESL.
- 3.1.7 Templates and forms at backend to generate details on creation, upload, expire and archive. Templates and forms should be used for posting content on the website from any standard internet browser.
- 3.1.8 Secured web architecture to prevent defacing/hacking of web application.
- 3.1.9 Develop feedback/enquiry forms - for questions/comments from web users.
- 3.1.10 Archive uploaded content.
- 3.1.11 E-flyer or e-newsletter in HTML format with formatted text, graphics and pictures for sending periodic newsletters to the stake holders. Standard web analytics capability with additional user information on download of specific documents/area specific hits. Cross linking facility with useful websites and databases.
- 3.1.12 Include search engine optimization and techniques for specific details of EESL website.
- 3.1.13 Compatible to different Operating Systems, web browser's including disability friendly technologies.
- 3.1.14 Knowledge Repository to support uploading of documents in all formats with options for print.
- 3.1.15 Ensure smooth functioning with technical problems solved promptly.
- 3.1.16 Compliant with National Informatics Centre, Government of India compatibility guidelines applicable to the web-servers and database servers.

### **3.2 Web hosting:**

- Hosting agency to monitor all traffic to the site and produce weekly reports. Web traffic report should include the number of page hits, number of sessions, most visited pages, as well as a complete analysis of site use.
- Hosting environment should be adequately secured with data back up support.

### **4.0 End Product:**

Excellent attractive functional, interactive and user friendly website.

**5.0 Estimated Duration of the contract:**

- 5.1 An overall time frame of one month is provided from the start of the assignment to development and installation of the website.
- 5.2 Monitoring, maintenance and training for one year from date of handing over to be included in the cost.
- 5.3 Web development team must be prepared for frequent meetings with the EESL during the website development process.

**6.0 Qualification of the agency:**

- Should be a firm/company registered/incorporated in India.
- Should have a minimum annual turnover of INR 100 lakhs (INR or its equivalent in foreign currency) in last two of the last three (3) years i.e., FY 2007-08, 2008-09 and 2009-10.
- Should have been profitable for at least two (2) of the last three (3) years i.e., FY 2007-08, 2008-09 and 2009-10.
- Should have proven capability of designing the website, including the integration of all foreground and background components, in cognizance of industry standards as well as emerging trends and technologies.
- Should be a professional web portal development company, well versed in developing websites especially for consultancy and public sector.
- Should have experience in development, content migration and website monitoring and maintenance.
- Should have experience in software architecture – High level design, Database design, Search Engine Optimization (SEO) etc.

**DECLARATION FORM**

To be attached with both the **technical and financial** proposals  
To be submitted in the letter head of the company/firm submitting the proposal

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[ Date ]

To: The Chief Executive Officer  
Energy Efficiency Service Limited  
R. K.Puram, New Delhi – 110066

We offer to provide the consulting services for [Insert name of the assignment] in accordance with the terms of reference and the terms and conditions specified in your Request for Proposal dated [Insert date] and our technical and financial proposals submitted to you separately under a sealed envelope.

We understand that any contract resulting from this bid will contain the terms of reference and the terms and conditions specified in the request for proposal and is non-negotiable.

We herewith confirm that all the information and statements made in the technical and financial proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our technical and financial proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our technical and financial proposal is valid for a period of 90 days from the bid opening date.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within [\*\*\*] days of signing of the contract.

We understand you are not bound to accept any Proposal you receive.

**Name of authorized representative:**

**Title:**

**Signature:**

**Date:**

**Organisation Name:**

**Postal Address:**

**Telephone/Mobile No.:**

**Fax No.:**

**Email Address:**

**TECHNICAL PROPOSAL - CONTENT & FORMAT**

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid.

**Section-1. Contractor's company/firm**

- a) In this section the contractor should highlight about their company, how it is organised (organisation structure), its capability and a brief about its key personnel.

**Section-2: Contractor's Experience**

- a) In this section, list maximum 5 names of the clients and minimum 3 names of government agencies for whom the contractor has undertaken similar assignments along with the name of the contact person and contact details of its clients.
- b) Out of the above list, provide information of 3 assignments for which your company and your company's personnel were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. You can either use the format specified in **Annex-C** or provide all the information in your own format.

**Section-3: Description of the Approach, Methodology and Work Plan**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal into 4 chapters:-

- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and staffing of the team for this assignment.** In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical staff.
- d) **Team composition and tasks assigned.** Please provide the details as per the following:

Name of staff	Area of expertise	Position assigned	Firm	Task Assigned

**CONTRACTOR'S EXPERIENCE – FORMAT**

Assignment name:	Country: :
Name of Client:	Address:
Duration of assignment (months): Start date (month/year): Completion date (month/year):	Total No- of staff-months of the assignment:
Approx. value of the contract (in Rs.Lacs):	Approx. value of the services provided by your firm under the contract (in Rs.Lacs):
Name of associated Contractors, if any:	No. of professional staff-months provided by associated Contractors:
Narrative description of Project:	
Description of actual services provided in the assignment:	

**FINANCIAL PROPOSAL**

**PROFESSIONAL FEE**

<b>Name of Activity</b>	<b>Description of Role/Function</b>	<b>Amount (in Rs.)</b>
<b>Total Fees inclusive of all taxes</b>		<b>Rs.</b>

**Total Proposed Cost (inclusive of all taxes) :**

**Rs.** \_\_\_\_\_

**EVALUATION CRITERIA  
OF  
TECHNICAL PROPOSAL**

CATEGORY	POINTS
<b>MANDATORY REQUIREMENTS (PASS OR FAIL)</b>	
<b>1. OVERALL RESPONSE</b> *Understanding of, and responsiveness to, EESL requirements; *Understanding of scope, objectives and completeness of response; *Overall concord between EESL requirements and the proposal.	<b>(25)</b>
<b>2. STANDARD STRATEGY/METHODOLOGY FOR EVALUATION</b> *Quality of the proposed approach and methodology; *Quality of proposed implementation plan, i.e how the bidder will undertake each task, and time-schedules; *Risk assessment - recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems.	<b>(40)</b>
<b>3. PROPOSED TEAM and ORGANISATIONAL CAPACITY</b> * Team leader: Relevant experience, qualifications, and position with firm; * Team members - Relevant experience, skills & competencies; * Organisation of the team and roles & responsibilities; * Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments; * Financial status	<b>(35)</b>
<b>TOTAL MARKS</b>	<b>100</b>

*#Minimum qualification marks is 70/100*

**TERMS AND CONDITIONS**

**1. LETTER OF INTENT**

On Selection of the firm for the contract EESL would issue a Letter of Intent to the Contractor. The acceptance of the Letter of Intent should be conveyed to BEE within 10 working days, on which contract shall constitute acceptance of the binding agreement between EESL and the Contractor.

**2. DELIVERY DATE**

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

**3. PAYMENT TERMS**

25% Advance Payment along with Work Order.

30% Payment on Installation of Website.

25% Payment after demonstration and required testing protocol for website

20% Payment two Months after successful launch of the website

(a) EESL shall, unless otherwise specified in the contract, make payment only on receipt of the Contractor's invoice which is issued only upon EESL's acceptance of the work specified in the contract.

(b) The prices shown in the contract cannot be increased except by express written agreement by EESL.

**4. LIMITATION OF EXPENDITURE**

No increase in the total liability to EESL or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

**6. LEGAL STATUS.**

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis EESL. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of EESL.

**7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract.

**8. INDEMNIFICATION**

EESL shall not be responsible for any compensation to the Contractor or its employees in an event of termination of the contract due to any reason as may deem to EESL

**9. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to EESL in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect EESL and shall fulfill its commitments with the fullest regard to the interests of EESL.

**10. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with EESL against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**11. TITLE TO EQUIPMENT**

Title to any equipment and supplies which may be furnished by EESL shall rest with EESL and any such equipment shall be returned to EESL at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to EESL, shall be in the same condition as when delivered to the Contractor.

**12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

EESL shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At EESL's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the EESL in compliance with the requirements of the applicable law for the successful implementation of the product.

**13. CONFIDENTIAL NATURE OF DOCUMENTS**

- (a) All documents and all other data compiled by or received by the Contractor under this Contract shall be the property of EESL, shall be treated as confidential and shall be delivered only to the EESL authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, authority external to EESL, any information known to it by reason of its association with EESL which has not been made public except with the authorization of the EESL; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with EESL.

**14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to EESL of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify EESL of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, EESL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, EESL shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of fifteen (15) days).

**15. TERMINATION**

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, EESL may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon fifteen (15) days notice to the Contractor.

EESL reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case EESL shall reimburse the

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Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination as deemed by EESL upon receipt of such invoice.

In the event of any termination no payment shall be due from EESL to the Contractor except for work and services satisfactorily performed as deemed by EESL.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to EESL for reasonable loss or damage which may be suffered by EESL for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, EESL may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim EESL may have arising out of this contract or termination, EESL will pay the value of all such finished work delivered and accepted by EESL.

The initiation of arbitral proceedings in accordance with Article 21 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

**16. SUB-CONTRACTING**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of EESL for all sub-contractors. The approval of EESL of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

**17. ASSIGNMENT AND INSOLVENCY**

1. The Contractor shall not, except after obtaining the written consent of EESL, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, EESL may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

**18. USE OF EESL NAME AND EMBLEM**

The Contractor shall not use the name, emblem or official seal of the United Nations or EESL or any abbreviation of these names for any purpose.

**19. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of EESL has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

**20. PROHIBITION ON ADVERTISING**

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to EESL without specific permission of EESL.

**21. SETTLEMENT OF DISPUTES**

**Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation or according to such other procedure as may be agreed between the parties.

**22. REPLACEMENT OF PERSONNEL**

EESL reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that EESL considers satisfactory. The Contractor must replace the unsatisfactory personnel within three (3) working days.

All the other terms and conditions are hereby accepted. The agency will conform to the requirements as listed out by EESL.